

Amendment 0014
W912DR-05-R-0035

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 1	
2. AMENDMENT/MODIFICATION NO.: 0014		3. EFFECTIVE DATE 12 September 2005		4. REQUISITION/PURCHASE REQ. NO.		PROJECT NO. (If applicable)
6. ISSUED BY USAED-Baltimore District Contracting Division P.O. Box 1715 Baltimore MD 21203-1715		CODE USAED	ADMINISTERED BY:		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)	9A. AMENDMENT OF SOLICITATION NO. W912DR-05-R-0035	
				X	9B. DATED (SEE ITEM 11) 27 Apr 05	
					10A. MODIFICATION OF CONTRACT/ ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended ___ X is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:	
(a) By completing Items 8 and 15, and returning ___ 1 ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	

12. ACCOUNTING AND APPROPRIATION DATA (If required)	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER No. ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ___ is not, ___ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DESIGN-BUILD JOINT MEDICAL LOGISTICS CENTER, FT. DETRICK, MARYLAND

1. Clarification: The Government's preferred project delivery performance for occupancy is 900 calendar days but not more than 1080 calendar days. This is in accordance with revised Section 00100 in Amendment 0005 dated 27 July 2005.

2. Add the attached clauses to the solicitation package.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION 00700:

DESIGN-BUILD CONTRACT-ORDER OF PRECEDENCE - AUG 1997

- (a) The contract includes the standard contract clauses and schedules current at the time of award. It also entails: (1) the solicitation in its entirety, including all drawings, cuts and illustrations, and any amendments during proposal evaluation and selection, and (2) the successful Offeror's accepted proposal. The contract constitutes and defines the entire agreement between the Contractor and the Government. No documentation shall be omitted which in any ways bears upon the terms of that agreement.
- (b) In the event of conflict or inconsistency between any of the provisions of the various portions of this contract, precedence shall be given in the following order:
- (1) Betterments: Any portions of the Offeror's proposal, which both meet and exceed the provisions of the solicitation.
 - (2) The provisions of the solicitation (See also Contract Clause: SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION).
 - (3) All other provisions of the accepted proposal.
 - (4) Any design products, including but not limited to plans, specifications, engineering studies and analyses, shop drawings, equipment installation drawings, etc. These are "deliverables" under the contract and are not part of the contract itself. Design products must conform to all provisions of the contract, in the order of precedence herein.

End of Clause

PROPOSED BETTERMENTS – AUG 1997

- (a) The minimum requirements of the contract are identified in the Request for Proposal. All betterments offered in the proposal become a requirement of the awarded contract.
- (b) A "Betterment" is defined as any component or system, which exceeds the minimum requirements, stated in the Request for Proposal. This includes all proposed betterments listed in accordance with the "Proposal Submission Requirements" of the Solicitation, and all Government identified betterments.
- (c) "Government identified betterments" include the betterments identified on the "List of Accepted Project Betterments" prepared by the Proposal Evaluation Board and made part of the contract by alteration, and all other betterments identified in the accepted Proposal after award.

End of Clause

CONSTRUCTOR'S ROLE DURING DESIGN – JUN 1998

The Contractor's construction management key personnel shall be actively involved during the design process to effectively integrate the design and construction requirements of this contract. In addition to the typical required construction activities, the constructor's involvement includes, but is not limited to actions such as: integrating the design schedule into the Master Schedule to maximize the effectiveness of fast-tracking design and construction (within the limits allowed in the contract), ensuring constructability and economy of the design, integrating the shop drawing and installation drawing process into the design, executing the material and equipment acquisition programs to meet critical schedules, effectively interfacing the construction QC program with the design QC program, and maintaining and providing the design team with accurate, up-to-date redline and as-built documentation. The Contractor shall require and manage the active involvement of key trade subcontractors in the above activities.

End of Clause

DESIGN CONFERENCES – AUG 1997

- (a) Pre-Work: As part of the Pre-Work Conference conducted after contract award, key representatives of the Government and the Contractor will review the design submission and review procedures specified herein, discuss the preliminary design schedule and provisions for phase completion of the D-B documents with construction activities (fast tracking), as appropriate, meet with Corps of Engineers Design Review personnel and key Using Agency points of contact and any other appropriate pre-design discussion items.
- (b) Design Charette: After award of the contract, the Contractor shall visit the site and conduct extensive interviews, and problem solving discussions with the individual users, base personnel, Corps of Engineers personnel to acquire all necessary site information, review user options, and discuss user needs. The Contractor shall document all discussions. The design shall be finalized as direct result of these meetings.
- (c) Design Review Conferences: Review conferences will be held on base for each design submittal. The Contractor will bring the personnel that developed the design submittal to the review conference. The conferences will take place the week after the review is complete.

End of Clause

VALUE ENGINEERING AFTER AWARD – JUNE 1999

- (a) **In reference to Contract Clause 52.248-3, “Value Engineering – Construction”, the Government may refuse to entertain a “Value Engineering Change Proposal” (VECP) for those “performance oriented” aspects of the Solicitation documents which were addressed in the Contractor’s accepted contract proposal and which were evaluated in competition with other offerors for award of this contract.**
- (b) The Government may consider a VECP for those “prescriptive” aspects of the Solicitation documents, not addressed in the Contractor’s accepted contract proposal or addressed but evaluated only for minimum conformance with the Solicitation requirements.
- (c) For purposes of this clause, the term “performance oriented” refers to those aspects of the design criteria or other contract requirements which allow the Offeror or Contractor certain latitude, choice of and flexibility to propose in its accepted contract offer a choice of design, technical approach, design solution, construction approach or other approach to fulfill the contract requirements. Such requirements generally tend to be expressed in terms of functions to be performed, performance required or essential physical characteristics, without dictating a specific process or specific design solution for achieving the desired result.
- (d) In contrast, for purposes of this clause, the term “prescriptive” refers to those aspects of the design criteria or other Solicitation requirements wherein the Government expressed the design solution or other requirements in terms of specific materials, approaches, systems and/or processes to be used. Prescriptive aspects typically allow the Offerors little or no freedom in the choice of design approach, materials, fabrication techniques, methods of installation or other approach to fulfill the contract requirements.

End of Clause